



REQUEST FOR QUOTATION

Quotations will be accepted until 3:00 p.m. MST on

OCTOBER 20, 2004

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE

1

OF

12

ARIZONA DEPARTMENT OF
REVENUE

1600 W MONROE
PHOENIX, AZ 85007

(602)716-6518
FAX (602) 716-7987

Vendor Notice

THIS IS NOT A PURCHASE ORDER

The terms and conditions of this request should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated below. Return the quotation by the above date to the above address. Please reference the buyer's name and the RFQ number on the outside of the return envelope (not applicable to fax responses if requested below).

"AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY"

Delivery Location: 1600 West Monroe Phoenix Arizona 85007

For information contact: RICHARD M. HARRIS (602) 716-6518 or e-mail to: rharris@azdor.gov

This is a Request for Quotation for

WAREHOUSE SECURITY CAGING AND PALLET RACKS

WHEN PRACTICAL THIS PURCHASE MAY BE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED/OPERATED, IS NOT DOMINATE IN THE BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAD RECEIPTS OF LESS THAN \$4 MILLION DOLLARS IN ITS LAST FISCAL YEAR. PLEASE INDICATE IF YOU ARE A SMALL BUSINESS SMALL BUSINESS:

YES _____

SMALL BUSINESS: NO _____

SECTION TO BE COMPLETED BY VENDOR

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the State of Arizona Uniform Terms and Conditions.

As referenced by paragraph (10) "Prompt Payment Discount" of PAGE 2 Instructions, the price(s) quoted herein can be discounted by _____%, if payment is made within _____ days.

Delivery shall be made _____ calendar days after receipt of order. SALES TAX PERCENT: _____ %

Company Name

Address

City, State, Zip Code

Phone No.

Fax Number

Signature

Date

Typed Name and Title

EMAIL ADDRESS: _____ WEB
ADDRESS _____

FEDERAL TAX IDENTIFICATION NUMBER _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted. The contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referenced to as Contract No. _____

AWARDED THIS _____ DAY OF _____, 2004

SALLY ESCARCEGA
PURCHASING MANAGER



Special Instructions to Offerors

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE
2
OF
12

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UNIFORM INSTRUCTIONS TO OFFERORS AND UNIFORM TERMS AND CONDITIONS

THE STATE OF ARIZONA'S UNIFORM TERMS AND CONDITIONS, AND INSTRUCTIONS TO OFFERORS; AND THE TAX INFORMATION SECURITY GUIDELINES FOR FEDERAL, STATE AND LOCAL AGENCIES, PUB 1075, ARE HEREBY INCORPORATED BY REFERENCE. IT IS THE OFFEROR'S RESPONSIBILITY TO OBTAIN THE CURRENT REVISION OF THESE DOCUMENTS. THE ARIZONA UNIFORM TERMS AND CONDITIONS AND THE INSTRUCTIONS TO OFFERORS MAY BE ACCESSED THROUGH THE ARIZONA STATE PROCURMENT WEBSITE AT WWW.AZSPO.AZ.GOV. THE IRS PUB1075 MAY BE SEEN AT THE IRS WEBSITE (FTP://FTP.FEDWORLD.GOV/PUB/IRS-PDF/P1075.PDF) OR BY MANUALLY CALLING THE ARIZONA DEPARTMENT OF REVENUE AT (602) 716-6515.

- SUBMISSION:** Quotations shall be signed where applicable and received as designated no later than as indicated.
- OPENING:** This is an informal quotation that will not be read at a public opening; however, the information may be publicly reviewed after an award.
- TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
- BID REJECTIONS:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
- BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
- ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
- UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
- PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
- PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.A.C. Title, 2 Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.A.C. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.



Special Terms and Conditions

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE

3

OF

12

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PURPOSE

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.

AUTHORITY TO CONTRACT

This contract activity is issued under the authority of the Department of Revenue. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Department of Revenue Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

BID OPENING

Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation. The name of each offeror and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications and all other information received in response to the bid shall be shown only to authorized state personnel having a legitimate interest in the evaluation. After a contract award, the invitations and evaluation documentation shall be open for public inspection.

OFFER ACCEPTANCE (60 DAYS)

In order to allow for an adequate evaluation, the State requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

DELIVERY (CONSIDERATION)

Delivery is an important consideration and may be a factor in determining an award; therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variation in delivery time by item; offers must be clear in regard to those variations.

EVALUATION (RFQFOD)

In accordance with the Arizona Procurement Code R2-7-336 regarding procurements not to exceed an aggregate amount of fifty thousand dollars (\$50,000), award shall be made to the lowest responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation (FOD).

CONTRACT TYPE (TERM)

Fixed price term indefinite quantity.

TERM OF CONTRACT (ONE YEAR)

The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

CONTRACT EXTENSION (MONTHS)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 48 months.

MULTIPLE AWARDS (SIMPLIFIED)

To provide adequate contract coverage, multiple awards may be made.

QUALITY

All products and services shall be of number one quality.

CHANGES

The Department reserves the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.



Special Terms and Conditions

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE

4

OF

12

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ESTIMATED QUANTITIES (NO GUARANTEE)

The State anticipates considerable activity under resultant contract(s). However, no guarantee is made concerning any quantities to be actually ordered.

BILLING

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

CONTRACT TERMINATION (CONVENIENCE)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

CONTRACT CANCELLATION (10 DAY)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;

- A. Deduction from an unpaid balance;
- B. Collection against the bid and/or performance bond; or
- C. Any combination of the above or any other remedies as provided by law.

CURRENT PRODUCTS

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation..

DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification.

INSURANCE



Special Terms and Conditions

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE

5

OF

12

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The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached. Certificate of Insurance (SPO FORM 221 D) for COVERAGES in the minimum amounts stated. The COVERAGES shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

MAINTENANCE (ON SITE)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have necessary facilities or have specific agreements in force with a third party to provide on site maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide qualify service on the equipment specified.

GENERAL INFORMATION

Optional Discount Rates: The contractor(s) shall be responsible for disclosing and honoring all applicable discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational and Prompt Payment discounts) to effected agencies/political subdivisions. Disclosure shall be made during all verbal and written communications order conformations and on invoicing activities made under the resultant contract(s). Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.

ORDERING PROCESS

Upon award of a contract by the Department of Revenue, the agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

PRICE ADJUSTMENT (AFTER 1 YEAR)

The DOR Purchasing Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The DOR Purchasing Office shall determine whether the requested price increase or an alternate option in the best interest of the State. The contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers. The price increase adjustment, if approved, will be effective upon the first day of the month following approval.

TAXES

Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

PRICE REDUCTIONS

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:



Special Terms and Conditions

SOLICITATION NO.: RV0508

ISSUED ON October 13, 2004

PAGE
6
OF
12

**ARIZONA DEPARTMENT OF
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1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

SAFETY STANDARDS

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

SHIPPING F.O.B. STATEWIDE

Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

SUBCONTRACTOR' S LIST

Offeror shall list subcontractors with bid submission.

REFERENCES

Offerors shall submit the names and telephone numbers for contact of existing customers using the type of service requested. At least three (3) references must be submitted on the offeror's prior experience questionnaire.

REMOVAL OF CONTRACTOR'S EMPLOYEES

The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the contractor remove from the job any contract employees who endanger person or property or whose continued employment under this contract is inconsistent with the interests of the Department.



Price Sheet

SOLICITATION NO.: RV0508

PAGE

7

VENDOR:

OF
12

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Scope of Work: Vendor will be required to provide all supplies and materials to install Warehouse Security Caging and Pallet Racks. The location for installation of the new equipment and provide preventive maintenance is located in the Phoenix metro area at the Arizona Department of Revenue Warehouse, 1710 West Fillmore Street.

The quantities and measurements for the internal warehouse caging and pallet rack systems and specifications are as follows:

1. Chain link fence with poles and all support mechanisms or wire framed caging approximate length 100 feet with a height of 24 feet.
2. The following size industrial pallet racks with decking:
 - a. 1 each 8 feet length X 12 feet height
 - b. 2 each 24 feet length X 12 feet height
 - c. 2 each 32 feet length X 12 feet height
 - d. 1 each 48 feet length X 12 feet height

All prices offered shall be firm fixed price and shall include a one year warranty against manufacture defect and installation.

The successful bidder shall provide a schedule for the delivery and installation of the materials mentioned above working with the Arizona Department of Revenue's Warehouse Facilities Manager during regular working hours i.e., 8:00 A.M. to 4:30 P.M. (Monday through Friday, excluding Saturdays - Sundays and State Holidays).

Site Visit is scheduled for Monday October 18, 2004 at 10:00A.M. – 12:00 Noon.

Location: 1710 W. Fillmore, Phoenix, AZ 85007

*** Site Visit is not mandatory, but it is highly recommended that all bidders attend.**



Price Sheet

SOLICITATION NO.: RV0508

PAGE
8
OF
12

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For the goods and/or services specified herein, the following apply:

- Delivery is promised within _____ calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- Prompt Payment Discount: If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____ %. (Refer to Uniform Instructions To Offerors for discount requirements.) This discount shall be applied to all Agency purchase transactions, excluding those initialized utilizing a credit or “Purchasing” card.
- Notice: The State will assume that the price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.
- Sales Tax Percent: _____ %. (See Uniform Instructions to Offerors, paragraph 5.B.)

LINE NO.	COMMODITY DESCRIPTION	Lump Sum Bid
100	Provide and Install Warehouse Security Caging and Pallet Racks.	
200	Catalog discount for purchase of additional supplies and/or materials.	(%)percentage
300	Hourly rate per person for service as required.	

Vendor guarantees all goods and supplies can be received and all installation completed within _____ days after receipt of Purchase Order.

VENDOR SIGNATURE: _____
DATE _____



Price Sheet

SOLICITATION NO.: RV0508

VENDOR:

PAGE
9
OF
12

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Attachment

SOLICITATION NO.: RV0508

PAGE
10

VENDOR:

OF
12

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ATTACHMENT

List a minimum of three (3) customer references in the spaces provided below:

1. Contact: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
2. Contact: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
3. Contact: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
4. Contact: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
5. Contact: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____



Certificate of Insurance

ARIZONA DEPARTMENT OF
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SOLICITATION NO.: RV0508

PAGE
11
OF
12

VENDOR:

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person	\$1,000,000.00		Comprehensive General Liability Form		
Each Occurrence	\$2,000,000.00		Premises Operations		
Property Damage	\$1,000,000.00		Contractual		
OR			Independent Contractors		
Bodily Injury and	\$1,000,000.00		Products/Completed Operations Hazard		
Property Damage			Personal Injury		
Combined			Broad Form Property Damage		
			Explosion & Collapse (If Applicable)		
			Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits	\$ 100,000.00		Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative

End of Solicitation RV0508 Document